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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
AT PORTLAND

**BOARD OF TRUSTEES OF THE
OREGON RETAIL EMPLOYEES
PENSION PLAN,**

Plaintiff,

v.

**SIGNATURE NORTHWEST LLC, MFH
AGI, LLC, MFH AVIATION, LLC, MFH
DAYTON, LLC, MFH TRAILBLAZER
LLC, MFH 16TH STREET GARAGE LLC,**

Defendants.

Case No.

**COMPLAINT FOR COLLECTION OF
EMPLOYER WITHDRAWAL
LIABILITY**

For their complaint, Plaintiff allege as follows:

I. PARTIES AND JURISDICTION

1. Plaintiff is the Board of Trustees of the Oregon Retail Employees Pension Plan (“Trust”). The Trust is an “employee pension benefit plan” as defined in § 3(2) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), 29 U.S.C. § 1002(2), and a “multiemployer plan” as defined in § 4001(a)(3) of ERISA, 29 U.S.C. § 1301(a)(3). Plaintiff is the “plan sponsor” of the Trust, as defined in § 4001(a)(10) of ERISA, 29 U.S.C. § 1301(a)(10).

COMPLAINT– 1

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2. Defendant Signature Northwest LLC (hereafter “Signature NW”) is an Oregon corporation engaged in business in the State of Oregon having its principal office listed at 838 SW First Avenue, Suite 210, Portland, Oregon, 97204.

3. Signature NW is an “employer” as defined in § 3(5) of ERISA.

4. MFH AGI, LLC, MFH Aviation LLC, MFH Dayton, LLC, MFH Trailblazer LLC, and MFH 16th Street Garage LLC share common ownership and are in the same controlled group as Signature NW as defined by ERISA § 4001(b)(1), 29 U.S.C. § 1301(b)(1).

5. This Court has jurisdiction over this action pursuant to ERISA § 4301(b), 29 U.S.C. §1451(b).

6. Venue is properly laid in this Court pursuant to ERISA § 4301(d), 29 U.S.C. § 1451(d), because the Trust is administered within this judicial district.

II. FIRST CLAIM FOR RELIEF
DEFAULT PURSUANT TO ERISA §4219(c)(5)(A)

7. The Trust re-alleges the facts set forth in paragraphs 1 through 6 as above as if stated fully herein and further allege as follows:

8. The “plan year” of the Trust for purposes of ERISA § 4203, 29 U.S.C. § 1383, begins January 1 and ends December 31.

9. Signature NW was obligated to make employer contributions to the Trust on behalf of certain of its employees under the terms of one or more collective bargaining agreements.

10. During the 2019 plan year, Signature NW permanently ceased to have an obligation to contribute to the Trust.

11. Signature NW had a complete withdrawal from the Trust for the purposes of Section 4203(a)(1) of ERISA, 29 U.S.C. § 1383(a)(1) since it ceased to have an obligation to contribute to the Trust.

12. As a result of its complete withdrawal, the Trust determined that Signature NW owes \$996,803.00 in withdrawal liability to the Trust.

13. By letter dated May 23, 2020, the Trust notified NW Signature in writing of its withdrawal liability assessment and demanded payment in accordance with the installment schedule. The first monthly payment of \$47,143 was due August 20, 2020 and each subsequent payment is due on the twentieth day of every month until a total of 26 monthly payments are made.

14. On July 16, 2020, a follow up demand was personally served on Derek Lohrey, the Registered Agent for Signature NW.

15. Signature NW has not submitted any payments to date.

16. By letter dated October 15, 2020, the Trust notified Signature NW that its payment due on August 20, 2020 had not been received and that payment must be made within 60 days to avoid a default pursuant to Section 4219(c)(5)(A) of ERISA, 29 U.S.C. §1399(c)(5)(A).

17. Signature NW has not submitted a request for review to the Trust pursuant to ERISA § 4219(b)(2)(A), 29 U.S.C. § 1399(b)(2)(A) nor has it initiated arbitration to contest the assessment pursuant to ERISA § 4221(a), 29 U.S.C. § 1401(a).

18. More than sixty days have passed since the Trust's October 15, 2020 letter demanding payment of its first installment payment. Signature NW failed to make the required

payment and is accordingly in default pursuant to ERISA § 4219(c)(5)(A), 29 U.S.C. §1399(c)(5)(A).

19. Pursuant to ERISA § 4221(b)(1), 29 U.S.C. §1401(b)(1), Signature NW owes the Trust immediate payment of \$996,803 in withdrawal liability.

20. Under the terms of the Trust Agreement and ERISA §§ 4301(b), 515, and 502(g)(2), Signature NW is obligated to pay liquidated damages, interest, reasonable attorney's fees, costs and expenses of suit to be determined upon motions at trial. 29 U.S.C. §§ 1451(b), 1145, 1132(g)(2).

III. SECOND CLAIM FOR RELIEF: CONTROLLED GROUP LIABILITY

21. The Trust re-alleges the facts set forth in paragraphs 1 through 20 above as if stated fully herein and further allege as follows:

22. MFH AGI, LLC, MFH Aviation LLC, MFH Dayton, LLC, MFH Trailblazer LLC, and MFH 16th Street Garage LLC share common ownership and are in the same controlled group as Signature NW as defined by ERISA § 4001(b)(1), 29 U.S.C. § 1301(b)(1).

23. Signature NW's failure to submit a request for review or initiate arbitration applies to MFH AGI, LLC, MFH Aviation, LLC, MFH Dayton, LLC, MFH Trailblazer, LLC, and MFH 16th Street Garage LLC because they are in the same controlled group as Signature NW as defined by ERISA § 4001(b)(1), 29 U.S.C. § 1301(b)(1).

24. MFH AGI, LLC, MFH Aviation LLC, MFH Dayton, LLC, MFH Trailblazer LLC, and MFH 16th Street Garage LLC are jointly and severally liable for the immediate payment of \$996,803 in withdrawal liability to the Trust because they are in the same controlled group as Signature NW as defined by ERISA § 4001(b)(2), 29 U.S.C. § 1301(b)(1).

WHEREFORE, the Trust prays for judgment against the defendants, jointly and severally as follows:

- (a) Against defendants Signature Northwest LLC, MFH AGI, LLC, MFH Aviation LLC, MFH Dayton, LLC, MFH Trailblazer LLC, and MFH 16th Street Garage LLC for the full amount of withdrawal liability found to be owing to the Trust to the date of the judgment herein;
- (b) For liquidated damages, interest, attorney fees, and costs of expenses of suit;
- (c) For such other and further relief as the Court deems just and equitable.

DATED THIS 23rd day of December, 2020

/s/ David S. Barlow

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